

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

RONICA CHAMBERS	:	
v.	:	
BOB’S DISCOUNT FURNITURE, and	:	CASE NO.:
BOB’S DISCOUNT FURNITURE LLC	:	
c/o CORPORATION SYSTEM and	:	
ANY FURNITURE REPAIRS, INC., and	:	
JOHN DOE	:	

NOTICE OF REMOVAL

TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Defendant, Any Furniture Repairs, Inc. (“Amy Furniture”), by and through its undersigned counsel, John M. Guthrie, Esq. of Law Office of Donna M. DiPietro, hereby files this Notice of Removal of the above-captioned matter from the Court of Common Pleas of Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania, and, in support thereof, avers as follows:

1. This action related to a negligence and personal injury claim presented by Plaintiff, Ronica Chambers (“Plaintiff”).
2. On or around February 24, 2021, Plaintiff commenced this litigation by filing a Complaint in the Court of Common Pleas for Philadelphia County, Pennsylvania, which was docketed at Civil Action No. 210202319. A true and correct copy of the Complaint is attached hereto as Exhibit “A”.
3. Plaintiff asserted claims against the undersigned defendant herein Any Furniture. See Exhibit “A”.
4. Any Furniture Repairs, Inc. is a Texas corporation and was served with process via certified mail at its location of 188 Rainbow Drive, Livingston, TX 77399. See Exhibits “A” and

“B”.

5. Service of process was completed on or about March 8, 2021. See Exhibit “B”.

6. Any Furniture’s principal place of business is also 188 Rainbow Drive, Livingston, TX 77399.

7. Plaintiff also asserted claims against codefendant Bob’s Discount Furniture, LLC and its trade name “Bob’s Discount Furniture”. See Exhibit “A”.

8. According to its filing with the US Securities and Exchange Commission, Bob’s Discount Furniture, LLC is a Massachusetts corporation with its principal place of business in Connecticut. See Exhibit “C”.

9. The United States District Courts hold original jurisdiction over, *inter alia*, all civil actions where the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, which are between citizens of different states. 28 U.S.C. § 1332 (a)(1).

10. Any civil action brought in a state court over which the District Courts of the United States have original jurisdiction may be removed by the defendant to the District Court of the United States for the district and division embracing the place where such action is pending. 28 U.S.C. § 1441 (a).

11. If the case stated by the initial pleading is not removable, a notice of removal may be filed within 30 days after the receipt by the defendant, through service or otherwise, of a copy of an amended pleading, motion, order or other paper from which it may first be ascertained that the case is one which is or had become removable. 28 U.S.C. § 1446(b)(3).

12. Defendant, Any Furniture, seeks to exercise its rights under the provisions of 28 U.S.C. § 1441, *et seq.*, to remove this action from the Court of Common Pleas of Philadelphia County, Pennsylvania, in which said action is now pending, to the United States District Court for

the Eastern District of Pennsylvania, which embraces Philadelphia County.

13. At the time the Complaint was filed and continuing to the present, Plaintiff has been a citizen of the State of Pennsylvania. See Exhibit “A”.

14. Pursuant to 28 U.S.C. § 1332 (c)(1), Any Furniture is a citizen of Texas.

15. Pursuant to 28 U.S.C. § 1332 (c)(1), Bob’s Discount Furniture, LLC is a citizen of Massachusetts with executive offices in Connecticut. See Exhibit “C”.

16. Plaintiff’s alleged injuries include: left posterior heel spur, left Achilles tendinosis, foot injury both requiring surgical repair resulting in skin discoloration and permanent scarring. See Exhibit “A”, paragraph 20.

17. A court must determine whether a plaintiff’s actual monetary damages in the aggregate exceed the jurisdictional threshold for removal, regardless of whether the plaintiff’s complaint states that the damages do not. See Sloan v. Liberty Ins. Corp., 2015 U.S. Dist. LEXIS 566 (E.D.Pa. 2015).

18. Plaintiff seeks damages “in an amount in excess of the arbitration limits, plus interest and costs.” Arbitration limits in Philadelphia County are \$50,000. See Exhibit “A”, *Ad Damnum* clauses.

19. In the aggregate, Plaintiff’s actual monetary damages exceed the jurisdictional minimum set forth in 28 U.S.C. § 1332 (a)(1).

20. This action is removable from the Court of Common Pleas of Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania pursuant to 28 U.S.C. § 1332 (a)(1) and 28 U.S.C. § 1441(a), because the citizenship of the parties is diverse and the amount in controversy, exclusive of interest and costs, is in excess of \$75,000.

21. This Notice of Removal has been filed within thirty (30) days of service of process on

Any Furniture.

22. Written notice of the filing of this Notice of Removal will be sent forthwith to counsel of record for Plaintiff, Adam Grutzmacher, Esq.

23. A true and correct copy of this Notice of Removal will be filed with the Prothonotary for the Court of Common Pleas of Philadelphia County, Pennsylvania.

24. At the time of the filing of this removal, no counsel had entered an appearance on behalf of Bob's Discount Furniture, LLC.

25. No other pleadings have been filed in this matter.

WHEREFORE, for the reasons set forth above, Defendant Any Furniture Repairs, Inc., hereby removes this action from the Court of Common Pleas of Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania.

LAW OFFICE OF DONNA M. DIPIETRO

A handwritten signature in blue ink, appearing to read 'John M. Guthrie', is written over a faint rectangular box.

Date: April 6, 2021

John M. Guthrie, Esquire
Attorney for Defendant,
Any Furniture Repairs, Inc.
Attorney I.D. No. 94972
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Philadelphia, PA 19103
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CASE MANAGEMENT TRACK DESIGNATION FORM

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus- Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security - Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration - Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos - Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management- Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management- Cases that do not fall into any one of the other tracks. (X)

LAW OFFICE OF DONNA M. DIPIETRO



Date: April 6, 2021

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